

REPRESENTATIVES OF FRANCIS PELLICER.

[To accompany bill H. R. No. 525.]

JULY 12, 1842.

Mr. COWEN, from the Committee of Claims, submitted the following

REPORT:

*The Committee of Claims, to which was referred the petition of the legal representatives of Francis Pellicer, report :*

That this claim arises under the 9th article of the treaty of February 22, 1819, between the United States and Spain. This article of the treaty bound the United States to cause satisfaction to be made to Spanish officers and individual Spanish inhabitants, for the injuries, if any, which, by process of law, should be established to have been suffered by them, by the then late operations of the American army in Florida.

In 1837, the petitioner made his application before the United States judge of the eastern district of Florida, complaining therein of injuries suffered by the intestate, by the operations of the American army in Florida, in 1812; and, among other injuries, of the destruction of a large quantity of Jamaica rum. The judge, who entertained jurisdiction of the claim by virtue of the act of Congress approved March 3, 1823, took testimony, and adjudicated it, and awarded and decreed in favor of intestate, for the destruction of the rum, \$5,000, and certified his proceedings to the Secretary of the Treasury.

The Secretary of the Treasury, who was empowered, by the act above referred to, to review and affirm or disaffirm the decree of the judge, as in his opinion the right and justice of the case might require, upon consideration, determined to allow and did allow the claimant but \$2,500 on account of the injury by the loss of the rum. The petitioner applied to the Secretary of the Treasury for a re-hearing, which was not granted, and he has come here for relief.

This claim was presented to the House in 1840, and referred to the Committee of Claims. The committee reported against the claim. It was again presented in February last, and referred to this committee. The committee have looked into the evidence, and, with great deference to the opinion of the former committee, they have not been able to concur in the conclusion to which that committee arrived. Differing, as they are compelled to do, from such high authority as the Secretary of the Treasury and the able Committee of Claims of this House in the 26th Congress, the committee feel bound to go more at length into the case than they would consider it necessary to do under other circumstances.

It is proper to state here, that there is testimony before the committee—

which was not before the Secretary when he decided upon the claim. The additional testimony is, to some extent, material. It is confirmatory of an inference which the judge drew from the evidence before him at the hearing.

The property, for the destruction of which compensation is sought, had been saved, by the intestate, from the dangers of the sea. It had been the property of John Forbes & Co., of St. Augustine, Florida. A vessel, with this rum on board, was wrecked on the beach at Matamoras "in the latter part of 1811." The cargo of rum was saved from the wreck by Mr. Pellicer. It appears that the quantity saved was about 144 puncheons. About one-half was delivered to Forbes & Co.; the remainder, between 70 and 80 puncheons, was retained by Mr. Pellicer. It was that portion of the rum so retained that was destroyed. The judge found that 50 puncheons, (or hogsheads,) containing 100 gallons each, worth \$1 per gallon, were destroyed. The Secretary of the Treasury considered that fifty per cent. of the value of the 50 puncheons, as salvage, was all that should be paid for the injury to Mr. Pellicer. The question upon which the judge and the Secretary differed was, as to the ownership of the property. The judge being of opinion, and decreeing accordingly, that all the rum destroyed belonged to Pellicer; the Secretary, concurring with the judge as to the quantity and value of the rum destroyed, was of opinion that only one-half of it belonged to Mr. Pellicer. The committee consider the question upon which the judge and Secretary divided as the only one for consideration, and regard the other facts as fully established. It is represented, and, from the tenor of the evidence, it is rendered probable, that, on the hearing before the judge, the possession of the property by Pellicer was considered as proof of his ownership. Though there was some evidence as to the delivery of part of the rum to Forbes & Co., before the judge at the hearing, yet, the attention of witnesses does not appear to have been directed to that point, with a view to ascertain what proportion was delivered and what portion retained by Pellicer.

Mr. Pellicer, it appears, was a planter, residing not far from St. Augustine, the residence of Forbes & Co. The rum was saved from the wreck late in the year 1811, and was destroyed in April, 1812. These facts, it is submitted, show pretty clearly that the parties, the owner and salvor, had adjusted the matter, and each party had what was his, and no more. There had been a common interest in the property saved; a division had taken place; each of the former joint owners had a portion of the joint property. The property destroyed was all in the possession of Pellicer; he had continued in possession for several months; his right to it had not, so far as appears, been questioned. Were not these circumstances sufficient to warrant the inference, that the rum destroyed was exclusively the property of Pellicer? Admitting, however, that the judge erred in finding the property absolutely in Pellicer from this evidence, and that the Secretary correctly reversed his decision, yet we have additional evidence to this point, which will be noticed. It has been contended, in reference to the evidence already noticed, that proof of possession by the claimant was sufficient to entitle him to recover the full value of the property. The committee do not concur in this view. Absolute ownership may be a legitimate inference from the fact of possession, if there be no other evidence; but evidence, accompanying that of possession, showing property in another, would defeat the claim. In this case, it is shown that the property had

belonged to Forbes Co.; that they had an interest in it when Pellicer obtained possession of it. Proof was therefore necessary to show that the interest of Forbes & Co. had been relinquished, to entitle Mr. Pellicer to the full value. Whether the circumstances already noticed were sufficient to establish that fact or not, has been considered.

The additional evidence which was taken, after the decision of the Secretary, is contained in the depositions of Matthew Long and George Gianople. These depositions were taken in November, 1838, and are printed with this report. They were taken after the views of the Secretary were known, and to supply a defect in the testimony submitted. Whatever suspicion this casts upon the testimony of these witnesses they are subject to; they testify to transactions which took place more than twenty-six years before their testimony was given. This is a circumstance which should cause us to receive it with caution. The committee, having these circumstances in view, have considered this testimony, and give it credit. It is in confirmation of what seems to be a proper inference from the other facts of the case. Long testifies directly to the fact, that the authorized agent of Forbes & Co. agreed with Pellicer to let him have the rum he retained for his proportion; that he possessed it under this agreement. The fact is one which, it is not improbable, the witnesses would remember. It was a large transaction. Mr. Long was a neighbor of Mr. Pellicer, engaged in the same business; his attention would, very probably, be frequently directed to this subject. His neighbor, Pellicer, acquired property of great value by the occurrence, and, without realizing any thing from it, lost it. Its loss was in consequence of one of those events which make lasting impressions upon the mind. Mr. Gianople, who was at the time a clerk in the store of Forbes & Co., was also in a situation not only to know what took place, but to receive lasting impressions of the occurrences of which he speaks. In view of the whole case, the committee adopt the opinion that the rum destroyed was the sole property of Francis Pellicer, and that the value placed upon it by the judge is not more than is fully warranted by the testimony. No witness estimates the number of puncheons at less than 50, or their average contents at less than 100 gallons, or the price of the rum at less than \$1 per gallon. There are, however, several, and, in fact, most of the witnesses estimate the quantity and price both considerably higher.

There is one other circumstance, not heretofore noticed, that strengthens the convictions of the committee that the property was Mr. Pellicer's; that is, the non-claim by Forbes & Co., who alone could have an adverse interest. A state of facts might exist which would rebut any presumption arising from their silence, but this is highly improbable. If the members of the firm were deceased, they doubtless had representatives who would look after and assert their rights. If they had left the country, the amount of the claim would justify its prosecution at the necessary expense of time and money. A bill is reported for the relief of the petitioner.

*To the Senate and House of Representatives of the United States :*

The undersigned, attorney for the estate of Francis Pellicer, deceased, a claimant for losses and injuries sustained in East Florida, respectfully represents, that, by an act of Congress, passed in conformity with the 9th article of the treaty with Spain, by which the Floridas were ceded to the

United States, and approved June, 1834, the judge of the eastern district of Florida was authorized to receive and adjust all claims for losses sustained by the inhabitants of East Florida, in the years 1812 and 1813. That under this law \$5,000 were awarded by the judge aforesaid to the estate of Pellicer, for a quantity of rum, saved by him, the said Pellicer, from a wreck, and which was destroyed, in consequence of the operations of the United States troops at that time, together with interest 5 per cent.; upon which award, the Secretary of the Treasury, as the supervising officer, paid the representatives of Pellicer \$2,500, being deemed by him as a sufficient compensation for salvage. That, on this decision being made known to the parties interested, they at once proceeded to show that the salvage had been settled, and that the whole award belonged exclusively to the said estate. But the Secretary of the Treasury, in consequence of having closed the claim, now refuses to reopen it, without a special act of Congress to that effect. Your petitioner, therefore, prays that the Secretary may be required to pay the balance so withheld by him, together with the interest thereon, as awarded by the judge of the eastern district of Florida. The power of attorney and correspondence had with the Secretary of the Treasury, or so much thereof as is in the possession of your petitioner, on the subject of this claim, are respectfully submitted; and your petitioner will ever pray, &c.

JOSEPH M. HERNANDEZ,

*Attorney for Claimant.*

Know all men by these presents: that I, Joseph E. Pomar, of the city of St. Augustine, Territory of Florida, administrator of the estate of Francis Pellicer, deceased, have nominated and appointed, and by these presents do nominate and appoint, Joseph M. Hernandez, also of said city and Territory, my true and lawful attorney, for me and in my name, and for my use and benefit as administrator of said estate, to ask, demand, and recover, from the United States, any claim or balance of claim that may have been awarded by the judge of the superior court for the district of East Florida, in favor of the said estate of said Francis Pellicer, deceased, for losses sustained in the years 1812 and 1813, at and during the time the United States troops occupied the Spanish province of East Florida: and to have, use, take, and prosecute, all lawful ways and means, in my name, as administrator of said estate, for the recovery thereof, and to compound, arbitrate, and agree for the same; and, when recovered, to receive the same, and acquittances or other sufficient discharges for the same for me and my name, &c., to make, seal, and deliver, and to do all such other lawful acts and things in the premises, as fully and in every respect as I could or might do were I personally present; and attorneys, one or more under him, for the purposes aforesaid, to make, and again at his pleasure to revoke, ratifying and confirming, and by these presents allowing, whatever the said Joseph M. Hernandez, as such attorney, shall in my name as aforesaid lawfully do, or cause to be done, in and about the premises, in virtue of these presents.

JOSE E. POMAR,

*Administrator, &c.*

Sealed and delivered in presence of

E. B. GOULD.

J. A. M. GOULD.



Be it known, that on the 17th day of January, 1840, came Joseph E. Pomar, to me personally known as the same individual who executed, and who is described in the above power of attorney, and acknowledged the same to be his act and deed, for the uses and purposes therein expressed.

Given under my hand, day and date aforesaid.

E. B. GOULD,

*Judge County Court, St. John's County.*

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TREASURY DEPARTMENT, *February 5, 1840.*

SIR: In regard to the application made by you in behalf of the administrator of the estate of Francis Pellicer, deceased, a claimant for losses and injuries sustained in East Florida during the years 1812 and 1813, I beg leave to refer you to the enclosed copy of my letter to yourself, dated the 30th of March last, in which the Department states that no further action can be had by it in the case, as its final decision had already been made, and as much of the award of the judge approved and paid as was deemed just and proper.

I am, very respectfully, your obedient servant,

LEVI WOODBURY,

*Secretary of the Treasury.*

Gen. J. M. HERNANDEZ, of *Florida, now in Washington.*

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WASHINGTON, *February 4, 1840.*

SIR: The administrator of Francis Pellicer's estate has empowered me to claim the balance of Judge Reid's award for a quantity of rum saved from a wreck, and upon which you were pleased to allow 50 per cent. as a sufficient compensation for salvage; leaving a balance of \$2,500 thereby withheld, which, it is presumed, was meant to be paid over whenever its proper owner appeared.

The additional testimony sent by Judge Reid, in the case alluded to, shows, satisfactorily, that the salvage had been settled, and that the whole award belonged to Pellicer; and such being the case, I have been requested to bring the subject again to your notice, in hopes that you will, on a further examination, be pleased to order the payment of that money, and thus obviate the necessity of submitting the claim to Congress.

With much respect, I have the honor to be your obedient servant,

JOSEPH M. HERNANDEZ.

Hon. LEVI WOODBURY, *Secretary of the Treasury.*

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TREASURY DEPARTMENT, *March 30, 1839.*

SIR: In the case of the administrator of Francis Pellicer, submitted in your letter of the 15th instant, asking that the case may be re-examined, and the full amount awarded by the judge for the value of a parcel of rum recovered from a wrecked vessel, may be allowed.

For this item the Department has already allowed one-half, say \$2,500,

deemed a reasonable allowance for salvage on the evidence then before me, and made a final disposition of the case.

In answer to the request now made, I have to remark that, after a case has once been finally closed, it cannot be reopened, otherwise it would be necessary in all cases to take security, when a payment is made, against a deduction or repayment, if opened again; for it would be necessary to take new evidence, and to deduct, if found proper, or to add, as the case might be. Any error in cases of this kind, after a final judgment, can only be corrected by Congress, in a special act.

I am, very respectfully, your obedient servant,

LEVI WOODBURY,

*Secretary of the Treasury.*

Gen. J. M. HERNANDEZ, of *Florida, now in Washington.*

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WASHINGTON, *March 15, 1839.*

SIR: Touching the additional evidence which has been transmitted to you by Judge Reid, in the claim of the administrator of Francis Pellicer, deceased, I have respectfully to state that, in relation to the item of rum claimed, Judge Reid awarded for that \$5,000. But, as the evidence before you showed that the rum had been saved from a wreck, and there was no evidence at the time of an agreement respecting salvage, you were pleased to act upon this as a mere right of salvage, and only allowed 50 per cent. on Judge Reid's award, or \$2,500. The evidence of an agreement was not taken before, because it did not seem to be a matter of salvage. Major Putnam did not take that view of it. He therefore did not make any inquiry whether there had been any agreement between the parties as to salvage, and of course the claimants did not suggest it, for the management of the case was left to him. On his return to St. Augustine, and stating the grounds taken by you, he was at once told that there was an agreement between Pellicer and Mr. Lawrence, who was the agent of the owners at the time, and upon investigation he found it to be so. The evidence of this fact having been transmitted to you, it is hoped you will be pleased to direct that the balance of the award be paid over accordingly.

With sentiments of much respect, I have the honor to be, sir, your most obedient servant,

JOSEPH M. HERNANDEZ.

HON. LEVI WOODBURY, *Secretary of the Treasury.*

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*Extracts from the minutes of the evidence relative to the rum, as reported to the Secretary of the Treasury.*

Andreas Passy, witness:

Witness saw many puncheons of rum in possession of Pellicer; he was told 100; some had been brought into town; this was before the troops came; don't know how long; the rum was on the beach, and had been recovered from a wreck. Pellicer's sons and black people were minding the rum when witness was on the beach.

Ramon Sanchez, witness:

He saw some puncheons of rum—many puncheons—in the care of the sons of Pellicer ; some of it had been brought to the fort ; it was of pretty good quality, and worth from \$1 50 to \$2 per gallon ; none of that which witness saw on the river was brought, that he knows of, to town ; heard afterwards that the rum was destroyed by the invaders ; it was not in Pellicer's power to bring it to town ; he could not go after it, and the boats in that quarter were secured by the Spanish troops, to keep them from the enemy.

Jose Salderal, witness :

He saw some rum above Matanzas fort four or five miles ; Pellicer had hauled it from the sea beach ; there were a great many puncheons ; not 100 ; some had been brought to town before witness saw them under shelter on the river ; it was abandoned ; Mr. Pellicer was obliged to leave it ; when witness saw the rum some of the heads of the puncheons were stove in, and there were shot holes in others.

Matthew Long, witness :

There was a large brig cast away at a place called the Haulouer, and 140 puncheons of rum were thrown up on the beach ; Pellicer hauled them nine miles, to Dupont's Old Field, and placed them under a shelter ; some of them, 20 or 30 puncheons, were brought to town ; witness saw puncheons brought twice in a flat—18 or 20 at a time ; the rest were not brought to town because of the troubles ; when witness saw the puncheons at the Old Field, there were about 70 or 80 ; some were empty, some leaking, some with the heads knocked in, and some half full ; they were West India puncheons, and held from 120 to 125 gallons of rum each ; the rum was of the best quality, and worth from \$1 to \$1 25 by the puncheon ; by the retail, from \$1 25 to \$2 the gallon. Witness was taken prisoner by a party of 25 men, and taken to where the rum was ; he was kept a day and night at that time ; the men used the rum, wasted a great deal of it, and talked of setting the whole of it on fire ; witness was at the same place after the troops retired from the country, and saw a great many empty puncheons and scattered staves ; witness don't think Pellicer ever recovered any of the puncheons but those already stated, to town or elsewhere ; he could not have done so.

Charles Lorenzo, witness :

Witness remembers the puncheons of rum on the beach at Matanzas ; witness and one of his cousins were employed to mind the rum ; there were 70 hogsheads then ; some had been brought to town ; it was very good rum ; witness left at Hernandez's place (Dupont's Old Field) 60 puncheons excluding what remained on the beach and what had been brought to town ; and witness says, after he left it, not a drop was brought to town ; he was at the place after the revolution ; the puncheons were broken and the rum gone.

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EAST FLORIDA, ST. JOHN'S COUNTY.

*To Kingsly B. Gibbs, Esq.:*

Upon the application of the administrator of Pellicer, you are hereby appointed to take the depositions of George Gianople and Matthew Long, in answer to the interrogatories annexed ; and you are required to return

the said interrogatories, with the depositions, when taken, and this order, to the judge of the superior courts for the district of East Florida.

ROBERT RAYMOND REID,

*Judge Superior Courts District East Florida.*

Dated this 29th October, 1838.

Administrator of FRANCIS PELLICER,

vs.

The UNITED STATES.

} *Claim for losses in 1812 and 1813.*

*Interrogatories to be propounded to George Gianopole and Matthew Long, witnesses to be sworn and examined in the above claim.*

First. Do you recollect any thing of a vessel being wrecked on the beach at Matanzas, in the latter part of the year 1811, laden with a quantity of Jamaica rum?

Second. Was the cargo, consisting of rum, saved from the wreck, and by whom? Did old Francis Pellicer have any thing to do in saving it?

Third. In what capacity were you acting at that time, and in what business were you occupied? Were you or not one of the clerks in the mercantile firm of John Forbes & Co., in the city of St. Augustine?

Fourth. Did you know one William Lawrence, who was also a clerk in the same house?

Fifth. Were the partners of said house in St. Augustine there, or were they absent; and was the house, and the business of the house, managed, carried on, and conducted, by said Lawrence?

Sixth. Did not Mr. Lawrence act as the agent of the owners of said rum; and was there not an agreement with Mr. Pellicer to allow him a certain portion of the rum for saving it from the wreck; and did you not understand this from the acts and declarations of Mr. Lawrence, the agent of the owners?

Seventh. Was any portion of this rum brought to St. Augustine by Mr. Pellicer, and delivered, by the order of Mr. Lawrence, at the store of John Forbes & Co.; who received this rum; where was Mr. Lawrence at the time; how many puncheons of rum were delivered?

Eighth. Was any more of the rum delivered at any time afterwards, or was that all that was ever delivered; was that which was so delivered considered the whole of the portion coming to the owners, and received by Mr. Lawrence for them; was that which remained at Matanzas considered the share or portion allowed to Mr. Pellicer for his services?

Ninth. Was not that part of the rum allowed to Mr. Pellicer for his services, and which was left at Matanzas, afterwards destroyed by the American troops who invaded the country in 1812?

B. A. PUTNAM,

*Attorney for Claimant.*

*Cross-interrogatories.*

1. Were you present when the agreement you speak of was made between Lawrence and Pellicer?

2. Of whom was Lawrence the agent; to whom did the rum belong at the time the vessel containing it was wrecked?

3. How much rum, *i. e.* how many puncheons in all; how much did



Lawrence get for his principal; how many puncheons were given to Pellicer?

4. Was the agreement in writing?

5. How do you know that Lawrence was the agent; had he a power of attorney?

6. Are you related to claimant; have you an interest in this claim; how old are you; what was your employment in 1812 and 1813?

7. Do you know any thing of this claim of Pellicer; if yes, state what you know, whether for or against his claim?

ROBERT RAYMOND REID.

The administrators of PELLICER, }  
   } *vs.*  
 The UNITED STATES. }

*Answers of Mathew Long to the interrogatories and cross-interrogatories hereto annexed, the said Mathew Long being first duly sworn:*

To the first interrogatory, witness answers: I do recollect of a vessel being wrecked on the beach at Matanzas, in the latter part of 1811, laden with a quantity of Jamaica rum.

Second interrogatory, witness answers: The cargo of rum was saved from the wreck by Mr. Pellicer; it was saved by old Francis Pellicer.

Third interrogatory, witness answers: I was employed at that time planting, and planted at a place about a mile from the place where Mr. Pellicer hauled the rum to from the beach; I was not a clerk in the house of John Forbes & Co.

Fourth interrogatory, witness answers: I did know William Lawrence; was well acquainted with him; he was a clerk in the house of John Forbes & Co.

Fifth interrogatory, witness answers: The partners in the said mercantile house were then absent, and the business of the house was managed, conducted, and carried on, by said Lawrence.

Sixth interrogatory, witness answers: Mr. Lawrence did act as the agent of the owners of the rum; there was an agreement with Mr. Pellicer to allow him one-half of the rum for saving it from the wreck; and I did understand this from the declarations of Mr. Lawrence.

Seventh interrogatory, witness answers: About one-half of this rum was brought to St. Augustine by Mr. Pellicer, and delivered by order of Mr. Lawrence at the store of John Forbes & Co.; Mr. Lawrence received the rum; he was here in the store; between 70 and 80 puncheons of rum were delivered.

Eighth interrogatory, witness answers: No more rum was delivered at any time afterwards; that was all that was ever delivered; the rum that was delivered was considered the whole of the portion coming to the owners, and received by Mr. Lawrence for them; that which remained at Matanzas was considered the share or portion allowed to Mr. Pellicer, for his services.

Ninth interrogatory, witness answers: All that part of the rum allowed to Mr. Pellicer for his services, and which was left at Matanzas, was afterwards destroyed by the American troops, who invaded the country in 1812.

*Cross-interrogatories.*

To the first cross-interrogatory, witness answers: I was present when the agreement was made between Lawrence and Pellicer.

Second cross-interrogatory, witness answers: Lawrence was the agent of John Forbes & Co.; I understood that the rum belonged to some gentlemen in Norfolk.

Third cross-interrogatory, witness answers: There were 144 puncheons of rum in all; Lawrence got for his principal between 70 and 80; Pellicer got from 70 to 80 puncheons.

Fourth cross-interrogatory, witness answers: There was an agreement in writing between Mr. Lawrence and Mr. Pellicer.

Fifth cross-interrogatory, witness answers: I understood that the owners of the rum wrote to Mr. Lawrence, from Norfolk, to attend to their interest; I have heard he had a power of attorney.

Sixth cross-interrogatory, witness answers: I am not related to the claimant; have no interest in the claim; I am 46 years old; I was planting in 1812 and 1813, or rather before, being broke up in 1812.

Seventh cross-interrogatory, witness answers: I know nothing more.

MATHEW LONG.

Sworn and subscribed to before me, this 20th November, 1838.

R. B. GIBBS, *Commissioner*.

Administrators of FRANCIS PELLICER, }  
vs.

The UNITED STATES.

} *Claim for losses in 1812 and 1813.*

*The answers of George Gianople to the interrogatories and cross-interrogatories hereto annexed, the said George Gianople being first duly sworn.*

To the first interrogatory, witness answers: I do recollect of a vessel being wrecked on the beach at Matanzas, in the latter part of 1811, loaded with West India rum.

To the second interrogatory, witness answers: The cargo of rum was saved from the wreck by Mr. Pellicer; I don't remember his Christian name.

To the third interrogatory, witness answers: I was a clerk in the mercantile house of John Forbes & Co., in the city of St. Augustine, at that time.

To the fourth interrogatory, witness answers: I knew one William Lawrence; he was first clerk in the house of John Forbes & Co.

To the fifth interrogatory, witness answers: The partners in the said house were absent at the time referred to, and the business of the house was managed, conducted, and carried on, by said Lawrence.

To the sixth interrogatory, witness answers: Mr. Lawrence did act as the agent of the owners of said rum; I do not know what agreement was made with Mr. Pellicer; I know that the rum was saved by Mr. Pellicer's negroes, and I received the rum from Mr. Pellicer, by direction of Mr. Lawrence.

To the seventh interrogatory, witness answers: A portion of this rum was brought to St. Augustine by Mr. Pellicer, and delivered at the store of John Forbes & Co.; I received the rum; Mr. Lawrence was absent at

Fernandina, at the time; I think there were from sixty to seventy puncheons of rum delivered.

Eighth interrogatory, witness answers: That was all the rum that was ever delivered; I do not know whether the rum which was delivered was considered the whole of the portion coming to the owners; I do not know whether that which remained at Matanzas was considered the share or portion of Mr. Pellicer.

Ninth interrogatory, witness answers: I do not know of the matters inquired of in this interrogatory.

#### *Cross-interrogatories.*

To the first cross-interrogatory, witness answers: I know nothing about the agreement referred to.

Second cross-interrogatory, witness answers: Mr. Lawrence was the agent of John Forbes & Co.; I don't know to whom the rum belonged at the time it was wrecked.

Third cross-interrogatory, witness answers: I don't know how many puncheons of rum there were in all; Lawrence got from 60 to 70 puncheons for John Forbes & Co.; I don't know how many Pellicer got.

Fourth cross-interrogatory, witness answers: I don't know whether the agreement was in writing or not.

Fifth cross-interrogatory, witness answers: I know Lawrence was the agent of John Forbes & Co., because we were clerks together in the store; Mr. Lawrence had a power of attorney.

Sixth cross-interrogatory, witness answers: I am not related to the claimant; I have no interest in this claim; I am 44 years old; I was a clerk in the house of John Forbes & Co. in 1812 and 1813.

Seventh cross-interrogatory, witness answers: I know nothing more about this claim.

GEORGE GIANOPLE.

Sworn and subscribed before me, this 10th day of November, 1838.

R. B. GIBBS, *Commissioner*.

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